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REMARKS

Status of the Claims

Claims 1-6 and 8-13 were presented for examination in the amendment dated July 6, 2006. Claims 1-6 and 8-13 remain pending in the present application and have been rejected under 35 U.S.C. § 102(e) per U.S. patent number 5,878,431 to Potterveld et al. (*Potterveld*). No amendments are made in the present submission.

Priority Claim

The Examiner states that "[t]his application claims the priority of 6/29/1998 (not 3/10/1997 as the previous Office Action indicated)." *Office Action*, 2. The Applicants refer to the remarks provided in the response dated February 24, 2006. In that response, the Applicants noted that the present application:

> claims the benefit of Patent Cooperation Treaty application number PCT/US99/14585 filed June 28, 1999, which claims the priority benefit of U.S. provisional patent application number 60/091,130 filed June 29, 1998. The present application is also a continuation-in-part and claims the benefit of U.S. patent application 09/034,507 filed March 4, 1998, which claims the priority benefit of U.S. provisional application number 60/039,542 filed March 10, 1997 as well as U.S. provisional patent application number 60/040,262 also filed March 10, 1997.

February 24, 2006 Response, 10. The Applicants—in that response—also noted that "subject to the limitations of a particular claim vis-à-vis the written description, this application *may* enjoy a priority benefit as early as March 10, 1997." *February 24, 2006 Response*, 10. In that regard, the Applicants note that the present application—at the least—enjoys the June 29, 1998 priority claim with respect to Patent Cooperation Treaty application number PCT/US99/14585 filed June 28, 1999 and U.S. provisional patent application number 60/091,130 filed June 29, 1998 as noted by the Examiner.

Rejection of Independent Claim 1 Under 35 U.S.C. § 102(e)

The Examiner has rejected claim 1 under 35 U.S.C. § 102(e) per *Potterveld*. See *Office Action*, 2. The Applicants respectfully traverse the Examiner's rejection in that *Potterveld* fails to disclose each and every limitation as is discussed in detail below.

Presently pending claim 1 recites:

> A policy enforcement system for enforcing policies, the policies defining what actions of a first type that first entities as defined in a computer system may perform on second entities as defined in the computer system, the policy enforcement system comprising:
>
> a policy server, the policy server comprising a policy database of the policies and extensibly configured to include policies for actions belonging to an additional type thereof, a policy including any action that a user may perform on an information resource; and
>
> a policy enforcer, the policy enforcer configured to:
>
> control performance of the first type of action;
>
> communicate a request to perform an action of the first type to the policy server; and
>
> permit performance of the action only if a response from the policy server indicates that the policies permit the action, and
>
> the policy enforcer being extensibly configured to comprise an additional policy enforcer, which controls performance of actions of the additional type.

A policy enforcement system for enforcing policies, the policies defining what actions of a first type that first entities as defined in a computer system may perform on second entities as defined in the computer system

The Examiner contends *Potterveld* discloses the aforementioned policy enforcement system. See *Office Action*, 2 (citing *Potterveld*, col. 11, l. 15-35). While *Potterveld* discloses "a client application program [that] may define application specific rules (enforcers)" (col. 11, l. 16-17), *Potterveld* fails to disclose the remainder of the preamble, including 'policies defining what actions of a first type that first entities as defined in a computer system may perform on second entities as defined in the

computer system.' More succinctly, *Potterveld* fails to disclose a first type of action that first entities may perform with respect to second entities.

Potterveld purports to provide "[a] method and system with associated data structures for providing management of topological associations between objects." *Potterveld*, Abstract. For example, *Potterveld* notes that the prior art utilizes "disparate [management] application[] programs" that "develop [their] own unique structures and methods for managing the topological association between . . . managed objects." *Potterveld*, col. 2, l. 10-16. This is in contrast to the presently claimed invention, which "relates generally to control of ***access to data***." *Specification*, 1 (emphasis added). For example, embodiments of the present invention may "provide techniques for generalized access checking and to further provide policies in which temporal components and attributes may be associated with policies." *Specification*, 8. It is clear that *Potterveld* and the presently claimed invention are wholly unrelated.

The Applicants appreciate that "[a]rguments that the alleged anticipatory prior art is 'nonanalogous art' . . . [are] not 'germane' to a rejection under section 102." *Twin Disc, Inc. v. United States*, 231 USPQ 417, 424 (Cl. Ct. 1986). The Applicants make reference to this disparity as certain terms in the Applicants' claims (*e.g.*, policy, enforce, and the like) appear in the disclosure of the *Potterveld* reference. Despite the similarity of particular terms in the Applicants' claims and the purported prior art, those terms are used in a wholly different context in the *Potterveld* reference. That context is evidenced by, at least, the vast technological disparities between the present application and the cited reference. Notwithstanding, *Potterveld* ultimately fails to disclose each and every element as set forth in the claim and the 35 U.S.C. § 102(e) rejection is, therefore, overcome. See *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987).

Returning to the specifics of the Examiner's rejection, the Applicants note that *Potterveld* is concerned with verification of "the propriety of any changes to a particular resource" (col. 11, l. 20-21) and not defining actions that entities may take with respect to one another as is presently claimed. The Examiner's own rejection confirms this disparate focus in that "rules or enforcers verify the ***validity*** of the resources or entities." *Office Action*, 2 (emphasis added). Verification of validity is not equivalent to 'defining what actions of a first type that first entities as defined in a computer system may perform on second entities as defined in the computer system.'

Potterveld—as further cited by the Examiner—pertains to an API that "provides a simple interface for an application developer to determine what information is presently managed by the API with respect to particular associations between managed objects." *Potterveld*, col. 3, l. 43-46. Reference to an interface for management of objects fails to anticipate any aspect of the aforementioned claim element. That is, *Potterveld* fails to disclose a **first type of action** that **first entities** may perform with respect to **second entities**.

The United States Court of Appeals for the Federal Circuit has stated that ***any*** terminology in the preamble that limits the structure of the claimed invention ***must be treated as a claim limitation.*** See *Corning Glass Works v. Sumitomo Elec. U.S.A., Inc.*, 868 F.2d 1251, 1257 (Fed. Cir. 1989). In that regard, the Applicants again emphasize that *Potterveld* fails to disclose a **first type of action** that **first entities** may perform with respect to **second entities**. Absent such a showing, the Applicants contend that *Potterveld* fails to disclose each and every element as set forth in the claim and the rejection is overcome. See *Verdegaal Bros.*, 814 F.2d at 631.

a policy server, the policy server comprising a policy database of the policies and extensibly configured to include policies for actions belonging to an additional type thereof, a policy including any action that a user may perform on an information resource

The Examiner contends this aspect of the presently claimed invention to also be disclosed in the cited art, specifically the aforementioned policy database. See *Office Action*, 3 (citing *Potterveld*, col. 5, l. 25-40). The Applicants disagree as *Potterveld* discloses "rules which define one or more topologies." *Potterveld*, col. 5, l. 28. These topologies—according to *Potterveld*—"refer to associations between objects which may be represented graphically." *Potterveld*, col. 5, l. 29-31. *Potterveld* notes that a "[t]opologcal enterprise database" may refer to "a relationship management database which contains topological information." *Potterveld*, col. 5, l. 39-41. Mere reference to a database does not anticipate the Applicants' claimed 'policy server, the policy server comprising a policy database of . . . policies.'

The Examiner's additional reference to "dedicated server programs such as employee server 1306, asset server 1308, and network/computing server 1310" also fails to anticipate the presently referenced claim element. *Potterveld*, col. 6, l. 21-23. While *Potterveld* evidences a server, the cited reference still fails to disclose a *policy* server 'comprising a *policy database* of . . . *policies*' as claimed by the Applicants. Absent *Potterveld*'s disclosure of each and every limitation of the Applicants' claim, the 35 U.S.C. § 102(e) rejection is overcome. See *Verdegaal Bros.*, 814 F.2d at 631.

Potterveld also fails to disclose that 'the policy server [comprises] a policy database of the policies and *extensibly configured to include policies for actions belonging to an additional type thereof.*' That is, *Potterveld* fails to disclose that the policy database is configured to include additional policies. A closer contextual reading of the Examiner's reference to *Potterveld*'s discussion of "a new resource name (RN) [being] added to RA8 518" (col. 13, l. 50-51) confirms the Applicants' contention.

Reviewing the disclosure of *Potterveld* more closely, it is evidenced that the aforementioned resource name is added to the resource aspect (RA). See *Potterveld*, col. 13, l. 339-42; col. 13, l. 50-51. Making this new association through the introduction of a new resource name (RN) changes the aforementioned topology of the resource. See *Potterveld*, col. 11, l. 51-52. As previously noted, these topologies "refer to associations between objects which may be represented graphically." *Potterveld*, col. 5, l. 29-31. Continued review of *Potterveld* evidences that this new association causes base resources—RESOURCE1 502 and RESOURCE2 504—to be "**destroyed** and a **new resource**, RESOURCE3 520, [to be] **created in their place**. RESOURCE3 520 is represented by the new resource name closure which comprises all RAs known to the topology management service." *Potterveld*, col. 11, l. 54-58 (emphasis added).

The destruction of the pre-existing resources and the creation of a brand new resource are counterintuitive with respect to the presently claimed extensibility of the policy database. Extensibility is understood to one of ordinary skill in the art to mean an architectural property that allows for expansion of capabilities as may occur, for example, in a program. Likewise, extensibility allows a later user or designer to extend the capabilities of a protocol or programming language such as XML or XHTML. Creation of a wholly new resource is not equivocal to extensibility, especially when that creation is subsequent to whole-scale elimination of the previously existing resource.

In that regard, the Applicants note that interpretation of the claims during prosecution must be in accord with "their broadest **reasonable interpretation** [that is also] **consistent with the specification**." *In re Hyatt*, 211 F.3d 1367, 1372 (Fed. Cir. 2000) (emphasis added). Destruction of existing data and creation of new data does not comport with the reasonable meaning of extensibility. That lack of reasonableness is further emphasized when read in the context of the specification—and not by limitation as would be prohibited by *In re Van Geuns*, 988 F.2d 1181 (Fed. Cir. 1993).

For example, the specification notes that "the extensible policy database may be extended" "to provide policies for [new] types and adding policy enforcers for actions of the types." *Specification*, 9. *Potterveld* does not ***add to*** any existing resource but instead ***destroys*** the pre-existing resource in favor of a ***new resource***. The pre-existing resource no longer exists on its own. Further, "the extensibility of policy definitions" "makes access control systems like those shown in FIG. 2701 not only scalable and easy to manage, but easily adaptable to any present or future devices or programs." *Specification*, 84. The Applicants contend that through repeated destruction of existing resources in favor of a new resource scalability would become impossible. A constantly re-authored and otherwise monolithic resource would become so large that it may no longer be scalable. In that regard, *Potterveld* fails to disclose a policy server that is 'extensibly configured' 'to include policies for actions belonging to an additional type' as presently claimed by the Applicants and the Examiner's rejection is, therefore, overcome. See *Verdegaal Bros.*, 814 F.2d at 631.

a policy enforcer . . . being extensibly configured to comprise an additional policy enforcer, which controls performance of actions of the additional type

Potterveld also fails to disclose the Applicants' claimed policy enforcer, which is extensibly configured to comprise an additional policy enforcer. The Examiner suggests that *Potterveld*'s reference to "extensible rules which may be completely defined by the application programmer" (col. 9, l. 31-32) anticipates such an extensible policy enforcer. This rejection, however, fails to take into context the remainder of *Potterveld*.

Potterveld notes that "the present invention precludes a resource from being represented by more than one [resource aspect]"; the nature of *Potterveld*'s resource aspects (RAs) were discussed above. *Potterveld*, col. 9, l. 22-23; see also col. 9, l. 36 (noting resource aspects to be "discussed in more detail below"). The Applicants again make reference to the detailed discussion of base resources being "destroyed and a new resource, RESOURCE3 520, [being] created in their place. RESOURCE3 520 is

represented by the new resource name closure which comprises all RAs known to the topology management service." *Potterveld*, col. 11, l. 54-58.

The arguments presented above in the context of the extensible policy database with respect to destruction and creation of a new resource is as equally pertinent here with respect to the policy enforcer in that 'the policy enforcer [is] extensibly configuration to comprise ***an additional policy enforcer.***' As noted above, there is no additional policy or related enforcer but, instead, destruction of the initial resources (and their related enforcers) in favor of a wholly new resource and enforcer pairing. That is, there is no ***additional*** enforcer but, instead, a ***new*** enforcer. *Potterveld*'s discussion of:

> [a]ny validated . . . changes to the topological enterprise database . . . affect[ing] the resource integration [in that] [n]ew resource names provided by a newly managed object provided to the topological management server of the present invention may alter the resource name closure set to thereby necessitate modifications to the resources 200 known to the topological management server

further solidifies the Applicants' contention. *Potterveld*, col. 12, l. 14-21. That is, old resources are destroyed and re-authored as a new resource thereby affecting any associated enforcer. As such, the enforcers are not extensible but merely re-associated with a newly authored resource as the previous resource has been destroyed. As *Potterveld* fails to disclose policy enforcer extensibility, each and every limitation of the Applicants' presently claimed invention has not been disclosed in the cited art and the Examiner's 35 U.S.C. § 102(e) rejection is overcome. See *Verdegaal Bros.*, 814 F.2d at 631.

Rejection of Dependent Claims 2-6 and 13 Under 35 U.S.C. § 102(e)

Dependent claims 2-6 and 13 all depend from claim 1 either directly or via an intermediate dependent claim. As a dependent claim incorporates by reference each and every limitation of the claim from which it depends, the Applicants contend claims 2-6 and 13 are allowable for at least the same reasons as claim 1. See 35 U.S.C. § 112, ¶ 4.

Rejection of Independent Claims 8 and 10 Under 35 U.S.C. § 102(e)

The Examiner states that claims 8 and 10 "contain the similar limitation[s] set[] forth in claim 1. Therefore claims 8, 10 are rejected for the same rationale set forth in claim 1." *Office Action*, 3. As the Applicants believe claim 1 to be allowable over *Potterveld*, and in light of the Examiner's present rejection, the Applicants contend claims 8 and 10 to be allowable for the same rationale as set forth in claim 1.

Rejection of Dependent Claims 9 and 11-12 Under 35 U.S.C. § 102(e)

Claim 9 and claims 11-12 depend upon independent claims 8 and 10, respectively. As a dependent claim incorporates by reference each and every limitation of the claim from which it depends, the Applicants contend claim 9 and claims 11-12 are allowable for at least the same reasons as claims 8 and 10, respectively. See 35 U.S.C. § 112, ¶ 4.

Ongoing Prosecution of the Present Application

The Applicants respectfully note that the present office action constitutes the *fifth* non-final office action received in this matter. In each of the prior actions, the Applicant has successfully traversed any and all rejections proffered by the Examiner. The Applicants respectfully direct the attention of the Examiner to the charge of Section 707.02 of the MPEP in that "the shortest path to the final disposition of an application is by finding the best references on the first search and carefully applying them." MPEP § 707.02. In that regard, the Applicants note the application of the following references during the course of prosecution of the present application:

(1) In the October 25, 2004 office action, the claims were rejected under 35 U.S.C. § 102(e) per Jarvis et al. See *October 25, 2004 Office Action*, 3.

(2) In the April 5, 2005 office action, the claims were rejected under 35 U.S.C. § 102(e) per Shah et al. See *April 5, 2005 Office Action*, 3.

(3) In the October 25, 2005 office action, the claims were rejected under 35 U.S.C. § 103(a) per Schneider et al. and Reid et al. See *October 25, 2005 Office Action*, 2.

(4) In the April 7, 2006 office action, the claims were rejected under 35 U.S.C. § 102(e) per Poliquin et al. See *April 7, 2006 Office Action*, 2.

(5) Finally, in the present *Office Action*, the claims have been rejected under 35 U.S.C. § 102(e) in light of Potterveld et al. See *Office Action*, 2.

The Applicants respectfully contend that they have properly evidenced the novelty and non-obviousness of the presently pending claims and, further, complied with all other requirements with respect to patentability (*e.g.*, statutory subject matter, written description, etc.). As such, no further examination of the application is necessary nor warranted in that it has continuously been distinguished from any and all references cited by the Examiner.

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CONCLUSION

The Applicants have evidenced *Potterveld*'s failure to disclose each and every limitation of the presently claimed invention. Specifically, *Potterveld* fails to disclose (at the least): (1) policies defining what actions of a first type that first entities as defined in a computer system may perform on second entities; (2) a policy server . . . comprising a policy database of . . . policies and extensibly configured to include policies for actions belonging to an additional type; and (3) a policy enforcer . . . being extensibly configured to comprise an additional policy enforcer, which controls performance of actions of the additional type. As such, the Examiner's 35 U.S.C. § 102(e) rejection is overcome. The dependent claims of the present application are allowable for at least the same reasons.

The Applicants note that no amendments are made to the present application. As such, the Applicant does not believe a final office action to be warranted, especially one resulting from an amendment to the claims as no such amendments are presented. Furthermore, as all of the Examiner's rejections have been overcome, the Applicants respectfully request the passage of the present application to allowance.

Respectfully submitted,
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